



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



August 4, 2009

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

47

AUGUST 4, 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 76119 WITH
MIDEO SYSTEMS, INCORPORATED TO PROVIDE MIDEO FORENSIC IMAGING
EQUIPMENT MAINTENANCE AND SUPPORT SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

Approve Amendment Number One to Agreement 76119 for Mideo Forensic Imaging Equipment Maintenance and Support Services with Mideo Systems, Incorporated (Mideo) to add equipment, increase the Maximum Contract Sum, and make minor clerical revisions.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman of the Board of Supervisors to execute the attached proposed Amendment Number One (Amendment) to Agreement 76119 with Mideo to add equipment, increase the Maximum Contract Sum from \$520,742 to an amount not to exceed \$536,742, and make minor clerical revisions.
2. Authorize the Sheriff or his designee to execute amendments increasing the Maximum Contract Sum resulting from the addition of equipment to Exhibit D (Equipment List and Price Schedule) provided the total sum of all increases does not exceed 10 percent of the Maximum Contract Sum, as well as execute all change orders and amendments as specified in the Agreement if it is in the best interest of Los Angeles County (County).

A Tradition of Service

47

AUG 04 2009

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 29, 2007, the County entered into Agreement 76119 with Mideo to provide forensic imaging equipment maintenance and support services. The Agreement currently expires on November 28, 2012.

The Los Angeles County Sheriff's Department's (Department) Scientific Services Bureau operates one of the largest full-service crime laboratories in the nation providing forensic science support to the Department, as well as all local law enforcement agencies with the exception of the Los Angeles Police Department (LAPD).

The Scientific Services Bureau has recently purchased additional forensic imaging equipment. The original warranty for this equipment is nearing expiration and requires the extended maintenance coverage offered by the referenced Agreement.

Implementation of Strategic Plan Goals

The Agreement supports the County's Strategic Plan, Goal 1, Operational Effectiveness. Specifically, the Agreement will allow Mideo to provide continued forensic imaging equipment maintenance and support services.

FISCAL IMPACT/FINANCING

This Agreement includes a provision, at no charge to the County, for the Teardown, Move, and Reconfiguration (TMR) of up to 10 digital imaging systems during the contract term. The new Maximum Contract Sum includes an as needed contingency of \$10,000 to pay for up to 10 additional TMRs in excess of the original 10 should they be required. The cost of each additional TMR is fixed at \$1,000 for the entire contract term.

Funding has been identified in the Department's operating budget. Annual allocations will be made to finance the ongoing cost of this maintenance program.

The Maximum Contract Sum, which includes all option periods, as well as a contingency of \$10,000 for additional TMRs, shall not exceed \$536,742.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Scientific Services Bureau oversees one of the largest full-service crime laboratories in the United States. A staff of 198 members provide forensic science support to all County law enforcement agencies with the exception of the LAPD. Approximately one half of the nearly 70,000 cases submitted annually to the Crime Lab

The Honorable Board of Supervisors
August 4, 2009
Page 3

are from Department investigators, while the remainder are from local, State, and Federal police agencies. Since 1989, the Scientific Services Bureau has been an accredited laboratory through the American Society of Crime Laboratory Directors/Laboratory Accreditation Board.

In order to ensure that the Department's Mideo systems continue to operate efficiently and effectively, they must be regularly maintained and expeditiously repaired or replaced when problems are detected.

This Amendment Number One adds new equipment to be maintained by Mideo, increases the Maximum Contract Sum from \$520,742 to \$536,742, and makes minor clerical revisions to the Agreement. This Amendment Number One has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current Department operations and services.

CONCLUSION

Upon Board's approval, please return an adopted copy of this action and two originally executed copies of Amendment Number One to the Department's Contracts Unit.

Sincerely,



LEROY D. BACA
SHERIFF

CLERK OF SUPERIOR COURT
COUNTY OF SAN DIEGO
819 441-1000
FILED

**AMENDMENT NUMBER ONE TO AGREEMENT NO. 76119
BY AND BETWEEN
COUNTY OF LOS ANGELES AND
MIDEO SYSTEMS, INCORPORATED
FOR MIDEO FORENSIC IMAGING EQUIPMENT
MAINTENANCE AND SUPPORT SERVICES**

This Amendment Number One is entered into by and between the County of Los Angeles (hereinafter "County") and Mideo Systems, Incorporated (hereinafter "Contractor"), effective upon approval by the Los Angeles County Board of Supervisors.

- A. WHEREAS, on May 29, 2007, County and Contractor entered into County Agreement No. 76119 (hereinafter "Agreement") for the provision of Mideo digital forensic imaging equipment maintenance and support services;
- B. WHEREAS, the Agreement currently expires on May 28, 2010;
- C. WHEREAS, for any change that materially affects the scope of Work, period of performance, amount of payments, or any other term or condition in the body of the Agreement or Exhibit A (Additional Terms and Conditions), then a negotiated amendment to the Agreement shall be executed by the Board of Supervisors and Contractor; and
- D. WHEREAS, County and Contractor desire to amend the Agreement to add additional equipment, increase the Maximum Contract Sum, and execute minor language changes.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, County and Contractor agree to amend the Agreement as follows:

- 1. Paragraph 3.1 (County Project Director), Subparagraph 3.1.1 shall be deleted in its entirety and replaced with the following:
 - 3.1.1 The "County Project Director" for this Agreement shall be the following person:

David A. Walters, Captain
1800 Paseo Rancho Castillo
Los Angeles, California 90032
Phone: (323) 260-8501
Fax: (323) 415-3622
Email: DAWalter@lasd.org

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2. Paragraph 6.1 (Change Orders and Amendments-General), Subparagraph 6.1.3 shall be deleted in its entirety and replaced with the following:

6.1.3 Except as elsewhere specified, for any change that materially affects the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement, then a negotiated amendment to this Agreement shall be executed by the Board or its designee and Contractor.

3. Paragraph 8.2 (Maximum Contract Sum) shall be deleted in its entirety and replaced with the following:

8.2 Maximum Contract Sum

The "Maximum Contract Sum" shall be the total monetary amount that would be payable by County to Contractor for providing the Full-Service programs specified under this Agreement, exclusive of Reimbursable Costs as defined in Paragraph 8.3. The Maximum Contract Sum for this Agreement, including applicable Taxes authorized by County hereunder shall in no event, expressly or by implication, exceed \$536,741.58 and shall be allocated as set forth in Exhibit D (Equipment List and Price Schedule). Contractor acknowledges and agrees that the Maximum Contract Sum is an all-inclusive, not-to-exceed price, that is an agreed upon assessment of the amount to be paid by County to Contractor for the Term of the Agreement.

4. Paragraph 8.3 (Reimbursable Costs) shall be deleted in its entirety and replaced with the following:

8.3 Reimbursable Costs

Teardown, Move and Reconfiguration (TMR)

Exhibit D (Equipment List and Price Schedule) includes a price for each teardown, move and reconfiguration (TMR) service (further defined in Exhibit B, Statement of Work) which may be required by County during the Term of this Agreement. Contractor shall provide up to ten (10) TMR

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services as part of Contractor's Full-Maintenance program, at no additional charge to the County, and thereafter may charge a flat-rate of \$1000 for each TMR. This fee shall include all costs respective of such TMR. Contractor assumes all responsibility for the costs of any repairs resulting from damage incurred during said TMRs, including parts, labor and travel expenses for Contractor employees providing services under this Agreement. The TMR rate listed in Exhibit D (Equipment List and Price Schedule) shall remain fixed and firm through the Initial Term and subsequent Option Terms of this Agreement. County will pay Contractor in arrears upon completion of each TMR.

5. Exhibit D (Equipment List and Price Schedule) shall be deleted in its entirety and replaced with the attached revised Exhibit D (Equipment List and Price Schedule) to this Amendment Number One.
6. Section 13.0 (Notices) shall be deleted in its entirety and replaced with the following:

13.0 NOTICES

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice in accordance with the procedures set forth above, to the other party.

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BY AND BETWEEN
COUNTY OF LOS ANGELES AND
MIDEO SYSTEMS, INCORPORATED
FOR MIDEO FORENSIC IMAGING EQUIPMENT
MAINTENANCE AND SUPPORT SERVICES**

(1) To County:

David A. Walters, Captain
1800 Paseo Rancho Castillo
Los Angeles, California 90032
Phone: (323) 260-8501
Fax: (323) 415-3622
Email: DAWalter@lasd.org

Assistant Director
Contracts Unit, Room 214
4700 Ramona Boulevard
Monterey Park, California 91754
Phone: (323) 526-5251
Attention: Project 268SH

(2) To Contractor:

Mideo Systems, Incorporated
Attention: Patti Crawford
Facsimile: 714.890.1339

The County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

* * * * *

Except as expressly provided in this Amendment Number One, and all other fully executed Amendments and Change Notices, all other provisions and conditions of the Agreement shall remain the same and in full force and effect.

Contractor and the person executing this Amendment Number One on behalf of Contractor hereby represent and warrant that the person executing this Amendment Number One for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

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IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment Number One to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has caused this Amendment Number One to be duly executed by its authorized officer.

COUNTY OF LOS ANGELES

By

Don Krabe

Chairman, County of Los Angeles

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

ATTEST:
SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors



SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By

Don Krabe
Deputy

By

Don Krabe
Deputy

MIDEO SYSTEMS, INCORPORATED

Signed:

Printed:

Title:

Paul G. Gaudin
Paul Gaudin
Vice President

APPROVED AS TO FORM:
ROBERT E. KALUNIAN
Acting County Counsel

By

Michelle Jackson
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#47

AUG 04 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

76119 :
SUPERVISOR :
7

| EXHIBIT D | Los Angeles County Sheriff's Department Mideo Forensic Imaging Equipment Maintenance - project 268SH Equipment List & Pricing Schedule - Part 2 Maintenance Program | | | | | | | | | |
|---------------------|---|------------------------------|-------------------------|----------|---|-----------------------------|-----------------------------|--------------------------------------|--------------------------------------|-----------------------------|
| Department | P.O./Quote # | Purchase Date | Equipment | Exp Date | 6/15/07 - 6/14/08 Year 1 | 6/15/08 - 6/14/09 Year 2 | 6/15/09 - 6/14/10 Year 3 | 6/15/10 - 6/14/11 Optional Year 4 | 6/15/11 - 6/14/12 Optional Year 5 | 6 months Optional Term 3 |
| Firearms (existing) | 31065489 | | | | \$3,205.21 | \$4,175.00 | \$4,175.00 | \$4,175.00 | \$4,175.00 | \$2,087.50 |
| System 1 | | Sept., 2005 | | 08/31/07 | 1st. Yr prorated from 8/31/07 to 6/15/08 | | | | | |
| | | | Lumenera Inf4 | | | | | | | |
| | | | Lumenera Inf3 | | | | | | | |
| | | | Computer - 4 | | | | | | | |
| | | | 17" Monitor- 4 | | | | | | | |
| | | | Adapters - 5 | | | | | | | |
| | | | Adapters - 1 | | | | | | | |
| | | | Software | | | | | | | |
| System 2 | | Sept., 2005 | | 08/31/07 | | | | | | |
| | | | Lumenera Inf4 | | | | | | | |
| | | | Lumenera Inf3 | | | | | | | |
| | | | Computer | | | | | | | |
| | | | Monitor | | | | | | | |
| | | | Software | | | | | | | |
| Systems 3 | | Sept., 2005 | | 08/31/07 | | | | | | |
| | | | Lumenera | | | | | | | |
| | | | Computer | | | | | | | |
| | | | Monitor | | | | | | | |
| | | | Software | | | | | | | |
| System 4 | | Sept., 2005 | | 08/31/07 | | | | | | |
| | | | Lumenera | | | | | | | |
| | | | Computer | | | | | | | |
| | | | Monitor | | | | | | | |
| | | | Software | | | | | | | |
| BioExpert | 3004751 | 06/29/00 Upgraded 9/27/05 | Canon Camera | Expired | \$3,642.40 | \$3,642.40 | \$3,642.40 | \$3,642.40 | \$3,642.40 | 1,821.20 |
| | | | Monitor | | | | | | | |
| | | | Stereo Scope | | | | | | | |
| | | | Software | | | | | | | |
| Firearms (new) | W9052 Rev2 | April, 2007 | Forensic Workstation 1 | | In Quote | \$7,625.40 | \$7,625.40 | \$7,625.40 | \$7,625.40 | \$3,812.70 |
| | | | Workbench | | | | | | | |
| | | | Computer | | | | | | | |
| | | | 24" monitor | | | | | | | |
| | | | FlexArm | | | | | | | |
| | | | Digital Macro Camera | | | | | | | |
| | | | Auxiliary lenses | | | | | | | |
| | | | SZ6145 StereoMicroscope | | | | | | | |
| | | | Ball Bearing Boom Arm | | | | | | | |
| | | | w/illum plate | | | | | | | |
| | | | illuminator | | | | | | | |
| | | | 3.3 MP MicroCamera | | | | | | | |
| | | | 19" monitor | | | | | | | |
| | | | Camera Column | | | | | | | |
| | | | 3.3 Digital camera | | | | | | | |
| | | | 50mm lens | | | | | | | |
| | | | ASL filter kit | | | | | | | |
| | | | LED Lighting System | | | | | | | |
| | | | EZDoc Plus Software | | | | | | | |

| | | | | | | | | | |
|----------|----------------------|---|----------|------------|------------|------------|------------|------------|------------|
| 31076022 | 03/20/06 System 1 | Motorized Sperm Cell BX45 microscope Motorized Stage System Computer 19" monitor Flashpoint Video Card DXC 990 Camera Motorized Sperm Cell | Expired | \$6,602.80 | \$6,602.80 | \$6,602.80 | \$6,602.80 | \$6,602.80 | \$3,301.40 |
| | System 2 | Motorized Sperm Cell BX45 microscope Motorized Stage System Computer 19" monitor Flashpoint Video Card DXC 990 Camera | | | | | | | |
| | W9029 | Software lites - 20 | In Quote | \$5,998.50 | \$5,998.50 | \$5,998.50 | \$5,998.50 | \$5,998.50 | \$2,999.25 |
| | W9026 | Sperm Cell ID System BX45 scope 3 axis stage computer 3CCD camera Video Card Cables Software | In Quote | \$3,333.80 | \$3,333.80 | \$3,333.80 | \$3,333.80 | \$3,333.80 | \$1,666.90 |
| | W9027 | BioExpert Upgrade Mobile Cart Monitor Mount 19" Monitor Flexarm Upgrade Macro Aux lenses Computer Boom Arm .5X lens | In quote | \$775.10 | \$775.10 | \$775.10 | \$775.10 | \$775.10 | \$387.55 |
| | W9028 | Forensic Workstation1 Workbench - 72" FlexArm with Clamp Macro Digital Camera - G7 Lenses LED lighting with Clamps Computer 24" Monitor EZDoc Plus Software | In quote | \$4,050.39 | \$4,050.39 | \$4,050.39 | \$4,050.39 | \$4,050.39 | \$2,025.20 |
| | | Forensic Workstation 2 Workbench- 72" FlexArm with Clamp Macro Digital Camera G7 Lenses LED lighting with Clamps Computer 24" Monitor EZDoc Plus Software | | | | | | | |

AUG 04 2009

| Trace (Existing) | PP40507 | 02/05/98 Upgraded 9/27/05 | BioExpert | Expired | \$3,084.75 | \$3,084.75 | \$3,084.75 | \$3,084.75 | \$3,084.75 | \$1,542.38 |
|------------------|---------|------------------------------|--------------------------------|---------|------------|------------|------------|------------|------------|------------|
| | | | Canon | | | | | | | |
| | | | Lumenera | | | | | | | |
| | | | Computer | | | | | | | |
| | | | Monitor | | | | | | | |
| | | | Microscope | | | | | | | |
| Trace (new) | W8949D | April, 2007 | Forensic Workstation 1 | | In quote | \$4,470.88 | \$4,470.88 | \$4,470.88 | \$4,470.88 | \$2,235.44 |
| | | | Workbench - 72" | | | | | | | |
| | | | Computer | | | | | | | |
| | | | 24" monitor | | | | | | | |
| | | | FlexArm | | | | | | | |
| | | | Digital Camera - G7 | | | | | | | |
| | | | Aux Lens | | | | | | | |
| | | | SZX-7 Microscope | | | | | | | |
| | | | Stand with LED Illumination | | | | | | | |
| | | | Positioning Stage | | | | | | | |
| | | | Motorized Boom Arm with column | | | | | | | |
| | | | Focus Block Mount | | | | | | | |
| | | | 3.3 Digital camera | | | | | | | |
| | | | Illuminator | | | | | | | |
| | | | Camera Column | | | | | | | |
| | | | 5.0 Digital Camera | | | | | | | |
| | | | 50mm lens | | | | | | | |
| | | | ASL filter kit | | | | | | | |
| | | | LED Lighting System | | | | | | | |
| | | | EZDoc Plus Software | | | | | | | |
| | | | Forensic Workstation2 | | In quote | 4,470.88 | 4,470.88 | 4,470.88 | 4,470.88 | \$2,235.44 |
| | | | Workbench - 72" | | | | | | | |
| | | | Computer | | | | | | | |
| | | | 24" monitor | | | | | | | |
| | | | FlexArm | | | | | | | |
| | | | Digital Camera - G7 | | | | | | | |
| | | | Aux Lens | | | | | | | |
| | | | SZX-7 Microscope | | | | | | | |
| | | | Stand with LED Illumination | | | | | | | |
| | | | Positioning Stage | | | | | | | |
| | | | Motorized Boom Arm with column | | | | | | | |
| | | | 3.3 Digital camera | | | | | | | |
| | | | Illuminator | | | | | | | |
| | | | Camera Column | | | | | | | |
| | | | 5.0 Digital Camera | | | | | | | |
| | | | 50mm lens | | | | | | | |
| | | | ASL filter kit | | | | | | | |
| | | | LED Lighting System | | | | | | | |
| | | | EZDoc Plus Software | | | | | | | |

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